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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
LITTON LOAN SERVICING LP

4828 Loop Central Drive
Houston, TX 77081
Attn: Amanda Miller
AUM:

RETURN TO:
L. Wade Harrison, Jr., Attorney at Law
6363 Poplar Avenue, Suite 107
Memphis, TN 38119
(901) 818-0808
TG#: 31830/04070621

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LIMITED POWER OF ATTORNEY

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STATE CH. CLK.

KNOW ALL MEN BY THESE PRESENTS, that HomeComings Financial Network, Inc. a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 9350 Waxie Way, 1st Floor, San Diego, CA 92123 as Owner (the "Owner") pursuant to that Servicing Agreement, between Litton Loan Servicing LP (the "Servicer") and the Owner, dated as of March 1, 2001 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing certain acts and executing certain documents in the name of the Owner as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Owner (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is performing servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of a deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8(a) through 8(e), above.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority

hereof. This Limited Power of Attorney shall be effective as of March 1, 2001 and terminate on the termination of the Servicing Agreement.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

The Servicer agrees to indemnify and hold the Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

IN WITNESS WHEREOF, HomeComings Financial Network, as Owner pursuant to that Servicing Agreement between the Owner and the Servicer, dated as of March 1, 2001, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Karlyn Kent, its duly elected and authorized Senior Vice President this 17th day of June, 2004.

HomeComings Financial Network, Inc.

By: Karlyn Kent
Name: Karlyn Kent
Title: Senior Vice President

Witnessed:

By: Kari Hess
Name: Kari Hess

By: Cynthia Huerfano
Name: Cynthia Huerfano


STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On June 17, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Karlyn Kent personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)


Notary Public

